

AMENDMENTS TO THE DRAWINGS:

The attached sheets of drawings include changes to Figs. 1I, 1J, 1K, 25, 27 and 29. The sheet which includes Fig. 1I replaces the original sheet including Fig. 1I, the sheet which includes Fig. 1J replaces the original sheet including Fig. 1J, the sheet which includes Fig. 1K replaces the original sheet including Fig. 1K, the sheet which includes Fig. 25 replaces the original sheet including Fig. 25, the sheet which includes Fig. 27 replaces the original sheet including Fig. 27, and the sheet which includes Fig. 29 replaces the original sheet including Fig. 29. In Figs. 1I, 1J and 1K, the term “Table” is replaced with the term “Figure”, and in Figs. 25, 27 and 29, reference characters are removed.

Attachments: Six Replacement Sheets
Six Annotated Sheets Showing Changes

REMARKS

Entry of this amendment and reconsideration of the present application, as amended, are respectfully requested.

Claims 1-6, 8-20 and new claim 21 are pending in this application, claim 7 has been cancelled. Claims 1-6 and 8-20 are amended. Unless an argument is made below in support of the patentability of each of these claims over a cited prior art reference in view of an amendment to the claim, the changes to the claims do not relate to patentability.

Oath/Declaration

The Examiner notes that papers labeled Table 1I, 1J and 1K were included with the Oath and may have been misfiled. The papers designated Table 1I, 1J and 1K are actually part of the drawings and constitute Figs. 1I, 1J and 1K mentioned in the specification. Reorganization of the application as filed is respectfully requested. To this end, Tables 1I, 1J and 1K are re-submitted herewith and designated Figs. 1I, 1J and 1K.

Drawings

In response to the Examiner's objection to the drawings, submitted herewith are replacement sheets for Figs. 25, 27 and 29 in which reference characters not mentioned in the description have been removed.

Proposed revised Figs. 1I, 1J and 1K are also submitted in which the term "Table" is replaced with the term "Figure".

As noted above, Table 1K was misfiled and was not considered as Figure 1K as it should have been. Consideration of proposed revised Figure 1K is respectfully requested.

In view of the submission of proposed revised Figs. 1I, 1J, 1K, 25, 27 and 29, it is respectfully submitted that the Examiner's objection to the drawings has been overcome and should be removed.

Specification

In response to the Examiner's objections to the disclosure, a substitute specification is submitted herewith in which the informalities noted by the Examiner have been corrected. Also, the Summary of the Invention section of the application has been shortened to provide a concise description of the invention and the material omitted from the Summary of the Invention section is now set forth in the

Detailed Description of the Invention section of the application. A marked-up copy of the original specification showing the changes made is also submitted herewith.

No new matter is introduced by the changes to the specification.

Claims 10 and 17 are amended to remove the informalities noted by the Examiner.

In view of the submission of the substitute specification and changes to claims 10 and 17, it is respectfully submitted that the Examiner's objections to the disclosure and claims 10 and 17 have been overcome and should be removed.

Claim Rejections-35 U.S.C. §112

Claim 12 was rejected under 35 U.S.C. §112, second paragraph, on the grounds that the term "substantially similar" is indefinite.

Claim 12 is amended to remove the word "substantially" so that the Examiner's rejection has been overcome and should be removed.

Claim Rejections-35 U.S.C. §101

Claims 9-12 were rejected under 35 U.S.C. §101 on the grounds that data structures not embodied in computer-readable media are not statutory subject matter.

Claim 9 is amended to include the feature of "embodying the database in computer-readable media" and therefore, it is respectfully submitted that the Examiner's rejection of claims 9-12 under 35 U.S.C. §101 has been overcome and should be removed.

Claim Rejections-35 U.S.C. §102(e)/35 U.S.C. §103(a)

Claims 1-14 and 17-20 were rejected under 35 U.S.C. §102(e) as being anticipated by Robertson (U.S. Pat. No. 6,609,106), claim 15 was rejected under 35 U.S.C. §103(A) as being unpatentable over Robertson in view of Hammons (U.S. Pat. No. 6,477,509) and claim 16 was rejected under 35 U.S.C. §103(a) as being unpatentable over Robertson in view of Leason (U.S. Pat. No. 5,898,594).

The Examiner's rejections are respectfully traversed in view of amendments to independent claims 1, 9, 13 and 18.

With respect to claims 1-8, claim 1 is now directed to a method for an event organizer to arrange the receipt of gifts for the event and services rendered in conjunction with the event including the steps of displaying to gift givers gifts and services in a database and a "second" price which is greater than a "first" price and upon receipt of funds from the gift givers equal to the second price, determining a

difference between the first and second prices upon receipt of funds from the gift giver equal to the second price, directing at least part of the difference in price to an account of the organizer, and enabling the organizer to use the at least part of the difference in price to purchase gifts and services in the database prior to the event.

In this embodiment of the invention, the event organizer is able to obtain gifts and services sought for the event and also receive additional funds to use to purchase gifts and services for the event prior to the event. Thus, a portion of the gift-givers funds are applied to obtain the gift or services designated by the gift-gives while another portion can be used by the event organizer as they see fit.

Robertson does not disclose, teach or suggest inflating a price to be displayed to gift givers so as to enable the event organizer to receive funding for purchase of gifts and services prior to the event. The Examiner referred to col. 25, lines 35-39 to support the assertion of a difference in price being present and usable by the event organizer. However, this portion of the Robertson merely mentions the event organizer receiving a benefit for use of the gift-giving system, and does not and cannot imply the intentional inflation of prices for gifts or services to be displayed to gift-givers for the purpose of allowing the event organizer to use excess funds above the cost of the gift or services in order to purchase gifts or services prior to the event.

As such, Robertson cannot anticipate or render obvious the embodiment of the invention set forth in claim 1 or in claims 2-8 which depend therefrom.

With respect to claims 9-12, claim 9 is now directed to a method for coordinating payment for products and services in connection with an event in which upon acceptance by a provider of goods and services to a specified manner of payment associated therewith, the provider of the goods and services is contractually obligated to deliver the goods and services for the event, benefit for the event organizer is generated based on the contractual obligation, and the event organizer is able to use the benefit to obtain goods and services for use at the event.

In this embodiment of the invention, the event organizer is able to receive a benefit (such as funds) resulting from the creation of a contractual obligation relating to goods or services prior to the event which can be used to obtain goods or services for use at the event.

Robertson does not disclose, teach or suggest generating a benefit for the event organizer from an obligation to provide goods and services for the event and enabling use of that benefit for other goods and services for use at the event.

Robertson describes a registry of products whereby based on the frequency of participation in the registry, credit toward future purchases may be provided to the event organizer (see col. 25, lines 35-39).

There is absolutely no disclosure of creating such a benefit upon establishing a contractual obligation to provide goods or services for the event and also enabling use of such a benefit for goods and services to be used at the event.

As such, Robertson cannot anticipate or render obvious the embodiment of the invention set forth in claim 9 or in claims 10-12 which depend therefrom.

With respect to claims 13-20, the feature of the templates recited in independent claims 13 and 18 has been clarified. As now set forth in claim 13, the event comprises a plurality of elements relating to goods and services for the event, each element having a plurality of different alternatives and each template includes a single alternative for each of the plurality of elements and identification information of providers of the goods and services associated with the alternatives. As now set forth in claim 18, the service comprises a plurality of elements, each element having a plurality of different alternatives and each template includes a single alternative for each of the plurality of elements and identification information of providers of the goods and services associated with the alternatives.

As shown in Fig. 1E, a template for an event such as a wedding comprises various elements, such as style, capacity, price, distance, food, location and viewing options. Each element has variations or alternatives, e.g., location may be lake shore, a hall or a hotel. Multiple templates are created each with a different combination of alternatives (see Figs. 1E and 1F). These templates are made available for purchase and used to realize the event described by the template by associating the information about the providers of the goods and services needed to realize the alternatives with the template.

Robertson does not disclose, teach or suggest creating templates with specific information about elements of an event to enable the event to be duplicated upon realization of the template. Rather, Robertson provides all registrants with a list of available goods to be selected with the registrant being required to peruse the entire list of items available and select one to be included in the registry. Each registrant follows the same procedure and reviews the entire list of available goods and selects those they want included in their registry.

By contrast, in the invention, pre-created templates are presented with a single alternative for different elements, e.g., for a wedding there would be a single floral arrangement, a single type of food, a single location, a single type of band. The event organizer would not be required to select a particular floral arrangement from a plurality of such, a particular location from a plurality of such, etc. Rather, the event organizer would be able to quickly scan the descriptions of the templates and choose one having most if not all of the desired alternatives, i.e., a pre-packaged event.

Since Robertson does not disclose any such creation of templates, it cannot anticipate or render obvious the embodiments of the invention set forth in claims 13 and 18 or in claims 14-17, 19 and 20 which depend therefrom.

In view of the changes to claims 1, 9, 13 and 18 and the arguments presented above, it is respectfully submitted that the Examiner's rejections of claims 1-20 have been overcome and should be removed.

New Claim

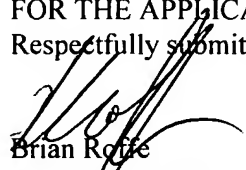
Claim 21 is added and directed to additional embodiment of the invention. In view of the cancellation of claim 7, no fee is due for the presentation of new claim 21.

Petition for Extension

Applicant hereby petitions for a one-month extension to extend the time for response to the Office Action mailed March 14, 2005 for one month from June 14, 2005 to July 14, 2005. A Form 2038 for payment of the petition fee of \$60, applicant qualifying for small entity status, is enclosed.

An early and favorable action on the merits upon entry and consideration of this amendment is earnestly solicited.

FOR THE APPLICANT
Respectfully submitted,


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Encls.

Marked-Up Copy of Original Specification
Substitute Specification
Replacement Sheets for Figs. 1I, 1J, 1K, 25, 27 and 29
Annotated Sheets for Figs. 1I, 1J, 1K, 25, 27 and 29



Table II

Fig. 1 I

Material Costs for Kitchen Renovation

This becomes an Agreement upon payment

Name		Home Phone	
Work Phone () -			
Company Name			
Job Description		CLASSIC#2 C/TOP SUMMER FOLIAGE	
County			

MERCHANDISE AND SERVICE SUMMARY

REF #V12

We reserve the right to limit the quantities of merchandise sold to customers.

STOCK MERCHANDISE TO BE DELIVERED:					DESCRIPTION			TAX	PRICE EACH	EXTENSION
REF #	SKU	QTY	UM							
R02	266-931	1.00	EA		15 IN BASE WHITE/1C	/		Y	\$65.88	\$65.88
R03	266-964	1.00	EA		30 IN BASE WHITE/2C	/		Y	\$100.98	\$100.98
R04	266-980	1.00	EA		33 IN BASE WHITE/1UB	/		Y	\$104.22	\$104.22
R05	267-030	1.00	EA		36 IN DIAGONAL SINK BASE WHITE	/		Y	\$63.18	\$63.18
R06	277-556	1.00	EA		PACK UB CLASSIC/33B	/		Y	\$75.60	\$75.60
R07	907-865	3.00	EA		PACK C CLASSIC/15B, 30B	/		Y	\$31.86	\$95.58
R08	908-448	1.00	EA		PACK X CLASSIC/DIAG SINK	/		Y	\$32.94	\$32.94
R09	288-348	1.00	EA		30IN FILLER/FT PACK MATTE WHITE	/		Y	\$25.92	\$25.92
R10	289-206	2.00	EA		8FT MELAMINE TOE KICK WHITE/MEDIUM	/		Y	\$14.58	\$29.16
SIO - MDSE TO BE DELIVERED:					SIO MILLS PRIDE REF #S01			ESTIMATED ARRIVAL DATE: 12/26/2001		
S0101	446-033	1.00	EA		W1542W	/15X42 WALL CABINET WH	/W1542W	Y	\$57.78	\$57.78
S0102	446-033	2.00	EA		W2742W	/27X42 WALL CABINET WH	/W2742W	Y	\$68.58	\$137.16

*** CONTINUED ON NEXT PAGE ***



(9801) 0100126739



SIO - MDSE TO BE DELIVERED: *				SIO MILLS PRIDE REF #S01		ESTIMATED ARRIVAL DATE: 12/26/2001	
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0103	446-033	1.00	EA	W3024W /30X24 WALL CABINET WH	Y	\$39.42	\$39.42
S0104	446-033	1.00	EA	W3324W /33X24 WALL CABINET WH	Y	\$45.90	\$45.90
S0105	446-033	1.00	EA	W3342W /33X42 WALL CABINET WH	Y	\$76.68	\$76.68
S0106	446-033	1.00	EA	B6W /B6 BASE CABINET WHITE	Y	\$59.94	\$59.94
S0107	701-437	1.00	EA	DRPABWHCC /CLASSIC DOOR PACK AB	Y	\$27.00	\$27.00
S0108	701-437	1.00	EA	DRPGGWHCC /CLASSIC DOOR PACK GG	Y	\$43.20	\$43.20
S0109	701-437	2.00	EA	DRPIWHCC /CLASSIC DOOR PACK II	Y	\$45.90	\$91.80
S0110	701-437	1.00	EA	DRPJWHCC /CLASSIC DOOR PACK JJ	Y	\$46.44	\$46.44
S0111	701-437	1.00	EA	DRPKKWHCC /CLASSIC DOOR PACK KK	Y	\$51.84	\$51.84
S0112	701-437	2.00	EA	DRPWCWHCC /CLASSIC DOOR PACK WC	Y	\$84.24	\$168.48
S0113	446-033	1.00	EA	A18V /A18 BCO42 BLIND CRNR OVLY MW	Y	\$34.56	\$34.56
S0114	446-033	3.00	EA	A23V /A23 CM8V CROWN MOLDING VIN M	Y	\$37.80	\$113.40
S0115	446-033	1.00	EA	A3W /A3 WEOS642 W END OPEN SHLF W	Y	\$70.20	\$70.20
S0116	446-033	1.00	EA	A41W /A41 ROT30 ROLLOUT TRAY WH	Y	\$35.10	\$35.10
VENDOR - SPECIAL INSTRUCTIONS: LINE:MILLSPRO DSTYLE:CLASSIC USTYLE:CLASSIC LSTYLE:CLASSIC DSGNR:ROSELLE					MERCHANDISE TOTAL: \$1,692.36		
DELIVERY INFORMATION:					SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all SIO Merchandise		
V12	515-663	1.00	EA	Curb Side Delivery Service		Y	\$75.00
HOME DEPOT WILL DELIVER MDSE TO:					DELIVERY SERVICE SUBTOTAL: \$75.00		



S/O - MERCHANDISE TO BE SHIPPED:				S/O KING TOP SALES INC.	REF #S11	ESTIMATED ARRIVAL DATE: 12/26/2001			
REF #	SKU	QTY	UM	DESCRIPTION			TAX	PRICE EACH	EXTENSION
S1101	358-099	1.00	EA	FORMICA 703258 /FORMICA 7032-58 SUMMER FOLIAGE /FORMICA 7032-58 SUMMER FOLIAGE			Y	\$416.89	\$416.89
S1102	358-099	1.00	EA	FORMICA 7032-58/FORMICA 7032-58 SUMMER FOLIAGE SHEET/FORMICA 7032-58 SUMMER FOLIAGE 5X11"SHEET OF MICA			Y	\$156.20	\$156.20
S11FR	811-860	1.00		S/O FREIGHT SKU D29			Y	\$55.00	\$55.00
VENDOR - SPECIAL INSTRUCTIONS: SUMMER FOLIAGE STAINLESS STEEL SINK SELF EDGE									
VENDOR WILL SHIP MDSE TO:									
MERCHANDISE TOTAL: \$628.09									
END OF VENDOR DIRECT SHIP									
TOTAL CHARGES OF ALL MERCHANDISE & SERVICES									
ORDER TOTAL \$2,395.45									
SALES TAX \$203.61									
TOTAL \$2,599.06									
BALANCE DUE \$2,599.06									
END OF ORDER No. 131241									

TERMS AND CONDITIONS

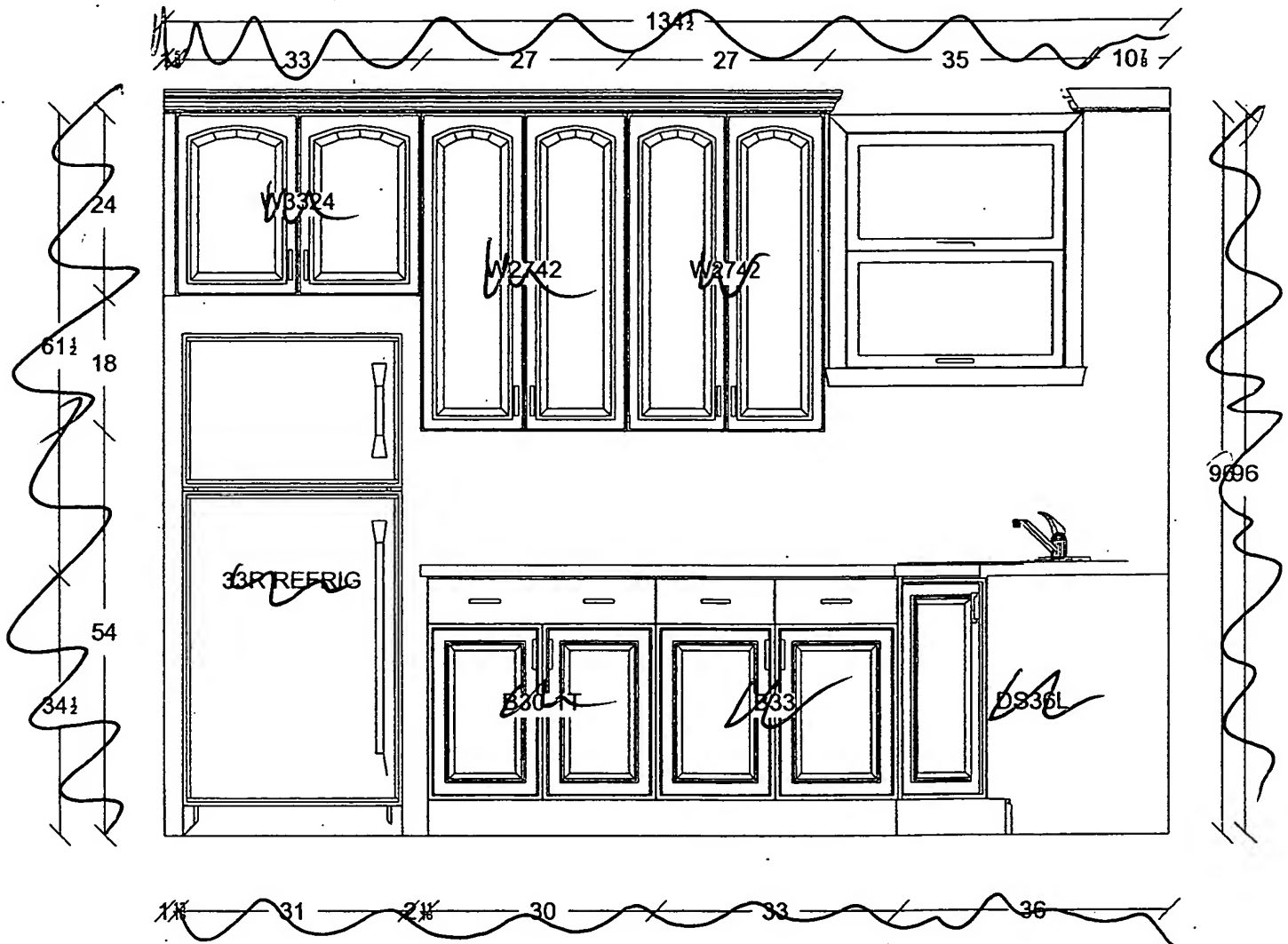
DELIVERY TERMS

The Home Depot provides curb service delivery only and is not responsible for property damage beyond curbside delivery. If you assist The Home Depot with any delivery, it will be at your own risk and you hereby release The Home Depot from any claims for loss or damage you may have by reason of your assisting with any delivery. If you require additional delivery service, The Home Depot may assist you; however, any additional delivery service shall be your sole responsibility. The Home Depot is not responsible for any injury to persons or damage to property arising out of The Home Depot's assistance with additional delivery service, and in consideration of such assistance, you release The Home Depot from any claims for loss or damage you may have and shall indemnify and hold The Home Depot harmless from such claims by third parties.

Table TK
Fig. 11K



FIGURE 25



Hand-drawn kitchen layout diagram showing upper and lower cabinets, a microwave, a stove, and a refrigerator. Dimensions are provided for various sections. Handwritten labels include W3342, W1342L, W3324, WECS642R, D336L, B131, and B66. A sink and faucet are shown on the left side of the lower cabinets.

Dimensions (top): 21, 33, 15, 125, 30, 6, 38

Dimensions (bottom): 36, 15, 30, 6, 37

Handwritten labels:

- W3342
- W1342L
- W3324
- WECS642R
- D336L
- B131
- B66

NO AGGROMED BUILDING LAYOUT. 69

33 15 30 6 38

36 15 30 6 38

28 36 45 33 27 27 2 33 34 17

W3342 W1542 W3024 W1542

B336 B336 B336 B336

W2742 W2742 W3324 33 R REF RIG

W2742 W2742 W3324 33 R REF RIG

W2742 W2742 W3324 33 R REF RIG

*CUSTOMER IS AWARE THAT ALL FILLERS MOLDINGS AND TOE KICK SHOULD BE TRIM TO SIZE TO ACCOMODATE LAYOUT.

*CUSTOMER IS AWARE THAT ALL WALL CABINETS SHOULD BE HUNG AT 96" IN HEIGHT FROM FINISH FLOOR.

*CUSTOMER APPROVES OF DESIGN
AS WELL AS COLOR AND STYLE CLASSIC
WHITE.